

(b) The term "net income" or "net earnings" shall mean gross revenues and other proper income credits, computed in accordance with sound accounting practice, after deducting therefrom an amount equal to the aggregate of all expenses and other proper income charges, determined in accordance with sound accounting practice, but in any event including, without in any respect limiting the generality of the foregoing, all taxes in respect of income, excess profits, or otherwise.

(c) The term "current assets" shall mean such assets as sound accounting practice would include within the term "current assets" in the case of a corporation conducting a business the same as or similar to that of the Company.

(d) The term "current liabilities" shall mean all indebtedness maturing on demand or within one year and all other items, including taxes accrued as estimated, which sound accounting practice would include within the term "current liabilities".

(e) The term "net working capital" shall mean the amount by which current assets exceed current liabilities.

(f) In determining whether the holder of any specified percentage in principal amount of the bonds secured hereby have concurred in any consent, waiver or request pursuant to any of the provisions of this Trust Indenture, bonds at the time owned by the Company or by any person directly or indirectly controlling, or controlled by, or under direct or indirect common control with, the Company shall be disregarded, and the principal amount of bonds theretofore prepaid or called for prepayment if the Company is ready, willing and able to prepay, shall also be disregarded.

#### ARTICLE XV

##### GENERAL

This Trust Indenture may be executed in any number of counterparts, each of which shall be deemed an original and all such